

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 20	
1. Contract/Purch Order/Agreement No. DAAE20-02-P-0352			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD) 2002MAY20		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA5	
6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARC-C DOUG DAVIS (309)782-3823 ROCK ISLAND IL 61299-7630 EMAIL: DAVISD@RIA.ARMY.MIL				Code W52H09	7. Administered By (If other than 6) DCMA CHICAGO P O BOX 66911 CHICAGO IL 60666-0911				Code S1403A	8. Delivery FOB <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other (See Schedule if other)	
9. Contractor • TECH-WELD INC 801 EAST NORTH ST Name and Address ELBURN IL 60119-0000 • TYPE BUSINESS: Other Small Business Performing in U.S.			Code 1PMA3	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned			
					12. Discount Terms			13. Mail Invoices To the Address in Block See Block 15			
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			Code HQ0339	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2			
16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0192, Dated furnish the following on terms specified herein.									
	X	Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.									
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. Item No.		19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price			20. Quantity Ordered/Accepted*		21. Unit	22. Unit Price		23. Amount	
		KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163 Contracting/Ordering Officer					25. Total \$21,142.00	
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date Signature Of Authorized Govt Representative					27. Ship. No. <input type="checkbox"/> Partial <input type="checkbox"/> Final		28. D.O. Voucher No.		30. Initials		
36. I certify this account is correct and proper for payment Date Signature And Title Of Certifying Officer					31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		32. Paid By		33. Amount Verified Correct For		
									34. Check Number		
									35. Bill Of Lading No.		
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account Number		42. S/R Voucher No.	
DD Form 1155, Jan 1998 Previous edition may be used											

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Name of Offeror or Contractor: TECH-WELD INC		

SUPPLEMENTAL INFORMATION
NOTE: SEE "MARK SHIPMENT FOR ADDRESS" IN NARRATIVE SECTION B

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.			
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.			
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.			
(AA7020)			
2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.			
b. If you think that this solicitation:			
1. has inappropriate requirements; or			
2. needs streamlining; or			
3. should be changed			
you should first contact the buyer or the Procurement Contracting Officer (PCO).			
c. The buyer's name, phone number and address are on the cover page of this solicitation.			
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:			
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil			
e. If you contact the Ombudsman, please provide him with the following information:			
(1) TACOM-RI solicitation number;			
(2) Name of PCO;			
(3) Problem description;			
(4) Summary of your discussions with the buyer/PCO.			

(End of clause)

(AS7006)

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$
CLIN PRICE \$
CLIN PRICE \$
CLIN PRICE \$

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Name of Offeror or Contractor: TECH-WELD INC		

(End of clause)

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

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(AS7010)

THE PURPOSE OF THIS AMENDMENT IS TO:

- 1. CHANGE SECTION 'B'
- 2. ADD CLAUSE CS6100
- 3. ADD CLAUSE ES6017
- 4. CHANGE THE NARRATIVE IN SECTION E REGARDING FIRST ARTICLE TESTING
- 5. EXTEND THE DATE FOR RECEIPT OF QUOTES TO 3:45PM CENTRAL TIME 26 APRIL 2002.

*** END OF NARRATIVE A 002 ***

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Name of Offeror or Contractor: TECH-WELD INC		

SUPPLIES OR SERVICES AND PRICES/COSTS

MARK SHIPMENT FOR:

5X25 Multiple Round Container Project
ATTN: Norman Kidd (ext. 4085)
PBA Shipping and Receiving, Bldg. 23-330
Pine Bluff, Arkansas 71602

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: TECH-WELD INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>FIRST ARTICLE TEST</u> NOUN: TUBES SECURITY CLASS: Unclassified PRON: S62KSSG8SB PRON AMD: 02 ACRN: 9 AMS CD: 42212300000 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W41G26 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 28-JUN-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0352/0000	1	LO	\$ ** NSP **	\$ ** NSP **
0002AB	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: 200 TUBES FSCM: 00000 PART NR: M525004 SECURITY CLASS: Unclassified PRON: S62KSSG8SB PRON AMD: 02 ACRN: AA AMS CD: 42212300000 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ12073D001 W41G26 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 200 28-SEP-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u>	200	EA	\$ 105.71000 NOT TO EXCEED	\$ 21,142.00 \$ 21,142.00

Name of Offeror or Contractor: TECH-WELD INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0352/0000				

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Name of Offeror or Contractor: TECH-WELD INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

FIRST ARTICLE TESTING WILL CONSIST OF A HELIUM LEAK TEST BY THE COVERNMENT AND WILL BE COMPLETED WITHIN 35 DAYS OF RECEIPT OF FAT ITEMS AT PINE BLUFF ARSENAL. THE CONTRACTOR WILL BE RESPONSIBLE FOR DELIVERING THE THREE (3) FIRST ARTICLES TO THE ADDRESS IDENTIFIED IN SECTION B OF THE SOLICITATION.

*** END OF NARRATIVE C 002 ***

For Local Clauses See: <https://aais.ria.army.mil>

7	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement: MS525004 (Attachment 01).

(CS6100)

PACKAGING AND MARKING
PACKAGING REQUIREMENTS

The packaging for the items identified shall be accomplished in accordance with the following requirements:

- Each item shall be free of dirt and other contaminants that would contribute to the deterioration of the item or would require cleaning prior to use. Coatings and preservatives that are applied to the item for protection are not considered contaminants.
- Each item shall be provided cushioning by wrapping, compartmenting or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- Each shipping container shall be designed and constructed so that it will contain the contents with no damage to the item during shipping and storage. The outermost component package shall be a container such as a sealed bag, carton,box, crate, pallet or pallet crate.
- Shipping containers (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking and storage under favorable conditions.

*** END OF NARRATIVE D 001 ***

INSPECTION AND ACCEPTANCE
THE CONTRACTOR IS REQUIRED TO:

- (a) SERIALIZE EACH TUBE BY MARKING IN 1 INCH HIGH LETTERING, SERIAL NUMBERS 001-203 (E.G. PERMANENT INK MARKER)
- (b) X-RAY RADIOGRAPH EACH TUBE FOR WELD DEFECTS
- (c) COMPLETE AND FORWARD A RADIOGRAPHIC INSPECTION REPORT AND RADIOGRAPH FOR EACH ITEM TO:

ATTN: 5X25 MRC PROGRAM
AMSSB-RSO-SDM
Bldg. 62, ATTN: MR. NINO BONAVIDO
ROCK ISLAND ARSENAL
ROCK ISLAND,IL 61299

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*** END OF NARRATIVE E 001 ***

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

8	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
9	52.209-4511	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAR/2001
	TACOM-RI		

a. The first article shall consist of: THREE (3) TUBES (PN: MS525004) which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: 5X25 MULTIPLE ROUND CONTAINER PROJECT, ATTN: NORMAN KIDD (EXT. 4085), PBA SHIPPING AND RECEIVING, BLDG. 23-330, PINE BLUFF, ARKANSAS 71602. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). One copy of the contractor's inspection report with evidence of the QAR's verification shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6017)

10	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
	TACOM-RI		

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a. The first article shall consist of:

Three (3) tubes (weld inspected and x-ray radiographed for weld defects in accordance with ASTM-E390-95 Grade 2 and MIL STD 453c-1988) which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to Mr. Nino Bonavito, ATTN: 5X25 MRC Program, AMSSB-RSO-SDM, Bldg. 62, Rock Island Arsenal, Rock Island, IL 61299.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

FIRST ARTICLE TESTING WILL CONSIST OF A HELIUM LEAK CHECK ON EACH OF THE THREE TUBE SAMPLES.

EACH TUBE WILL BE WELDED TO A FLANGE AND A BASE. A COVER AND A RUBBER SEAL WILL BE USED TO HERMETICALLY SEAL THE CONTAINER.

HELIUM WILL BE INTRODUCED INTO THE CONTAINER THROUGH A VALVE INSTALLED IN THE COVER. THE CONTAINER WILL BE PRESSURIZED INTERNALLY BETWEEN 5 AND 15 POUNDS PER SQUARE INCH (PSI) ABOVE THE OUTSIDE AIR PRESSURE.

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A MASS SPECTROMETER WILL BE USED TO DETECT HELIUM ESCAPING FROM THE CONTAINER.

A PROBE WILL BE PASSED ACROSS THE SURFACE OF THE SEAM WELD ON THE TUBE TO CHECK FOR LEAKS.

IF THE LEAK RATE AT ANY POINT ALONG THE SURFACE OF THE SEAM WELD DOES NOT EXCEED 1X10E-6CC HE/SEC, THE TUBE WILL BE CONSIDERED TO HAVE PASSED FIRST ARTICLE TEST.

LEAKS AT OTHER WELDS OR AT THE SEAL WILL NOT BE CONSIDERED IN THE PASS/FAIL CRITERIA.

THE TEST WILL BE COMPLETED BY THE GOVERNMENT AND WILL BE COMPLETED WITHIN 35 DAYS OF RECEIPT OF THE FAT ITEMS AT PINE BLUFF ARSENAL.

THE CONTRACTOR WILL BE RESPONSIBLE FOR DELIVERING THE THREE (3) FIRST ARTICLES TO THE ADDRESS IDENTIFIED IN SECTION B OF THE SOLICITATION.

*** END OF NARRATIVE E 002 ***

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

11	52.247-34	F.O.B. DESTINATION	NOV/1991
12	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
13	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

(FS7240)

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CONTRACT ADMINISTRATION DATA

								JOB			
LINE	PRON/	OBLG						ORDER	ACCOUNTING		OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				NUMBER	STATION	AMOUNT	
0002AB	S62KSSG8SB	AA	2	21	22020000026N6N40P4221232512	S19130	26KSSG	W13G07	\$	21,142.00	
42212300000											
								TOTAL		\$	21,142.00
SERVICE								ACCOUNTING		OBLIGATED	
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION	AMOUNT			
Army	AA		21	22020000026N6N40P4221232512	S19130	W13G07	\$	21,142.00			
								TOTAL		\$	21,142.00

Name of Offeror or Contractor: TECH-WELD INC

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

14	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is davisd2@ria.army.mil. The data fax number for submission is (309) 782-2047, ATTN: Doug Davis.

(End of Clause)

(HS6510)

15	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address:

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Name of Offeror or Contractor: TECH-WELD INC

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

16		*** THIS REFERENCE (IF0492) IS NO LONGER VALID ***	
17		*** THIS REFERENCE (IF0493) IS NO LONGER VALID ***	
18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
20	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
23	52.243-1	CHANGES - FIXED PRICE	AUG/1987
24	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
25	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
26	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
27	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
28	252.225-7036 DFARS	BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM - ALTERNATE I	SEP/1999
29	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
30	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
31	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
32	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2002

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

33	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

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(End of Clause)

(IF7003)

34 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-02-P-0352 MOD/AMD</p>	<p align="right">Page 18 of 20</p>
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Name of Offeror or Contractor: TECH-WELD INC

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

35 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

36 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001

DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

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LIST OF ATTACHMENTS

For Local Clauses See: <https://aais.ria.army.mil>
The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 3A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 4A	Drawing M525004		1 Page

(End of Clause)

(JS7001)